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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
10

11 BSI WHEELS, INC.,

12 Plaintiff,

13 v.
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15 AUDIOCITYUSA CORP.;
16 AUDIOCITYWHEELS, INC.,
17 EUNJUNG KIM, and DOES 1 through
18 10, inclusive,

19 Defendants.
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21 AUDIOCITYUSA CORP.;
22 AUDIOCITYWHEELS, INC.,

23 Counterclaim Plaintiffs,

24 v.
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26 BSI WHEELS, INC.,

27 Counterclaim Defendant.
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Case No. 2:22-CV-05451 FMO (AGR~~x~~)

**STIPULATED PROTECTIVE
ORDER**

NOTE CHANGES MADE BY THE COURT

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3 1.A.PURPOSES AND LIMITATIONS

4 Disclosure and discovery activity in this action are likely to involve
5 production of confidential, proprietary, or private information for which special
6 protection from public disclosure and from use for any purpose other than
7 prosecuting this litigation may be warranted. Accordingly, the parties hereby
8 stipulate to and petition the court to enter the following Stipulated Protective Order.
9 The parties acknowledge that this Order does not confer blanket protections on all
10 disclosures or responses to discovery and that the protection it affords from public
11 disclosure and use extends only to the limited information or items that are entitled
12 to confidential treatment under the applicable legal principles. The parties further
13 acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective
14 Order does not entitle them to file confidential information under seal; Civil Local
15 Rule 79-5 sets forth the procedures that must be followed and the standards that will
16 be applied when a party seeks permission from the court to file material under seal.

17 B.GOOD CAUSE STATEMENT

18 This action is likely to involve trade secrets, customer and pricing lists and
19 other valuable research, development, commercial, financial, technical and/or
20 proprietary information for which special protection from public disclosure and
21 from use for any purpose other than prosecution of this action is warranted. Such
22 confidential and proprietary materials and information consist of, among other
23 things, confidential business or financial information, information regarding
24 confidential business practices, or other confidential research, development, or
25 commercial information (including information implicating privacy rights of third
26 parties), information otherwise generally unavailable to the public, or which may be
27 privileged or otherwise protected from disclosure under state or federal statutes,
28 court rules, case decisions, or common law. Accordingly, to expedite the flow of
information, to facilitate the prompt resolution of disputes over confidentiality of

discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2.DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designated House Counsel: House Counsel who seek access to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter

pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, (2) is not a past or current employee of a Party or of a Party's competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party's competitor.

2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
Information or Items: extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.9 Omitted

2.10 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.11 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.12 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.13 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.15 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.16 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY.”

3 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5 3.SCOPE

6 The protections conferred by this Stipulation and Order cover not only
7 Protected Material (as defined above), but also (1) any information copied or
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or
9 compilations of Protected Material; and (3) any testimony, conversations, or
10 presentations by Parties or their Counsel that might reveal Protected Material.
11 However, the protections conferred by this Stipulation and Order do not cover the
12 following information: (a) any information that is in the public domain at the time of
13 disclosure to a Receiving Party or becomes part of the public domain after its
14 disclosure to a Receiving Party as a result of publication not involving a violation of
15 this Order, including becoming part of the public record through trial or otherwise;
16 and (b) any information known to the Receiving Party prior to the disclosure or
17 obtained by the Receiving Party after the disclosure from a source who obtained the
18 information lawfully and under no obligation of confidentiality to the Designating
19 Party. Any use of Protected Material at trial shall become public absent a separate
20 court order upon motion and a sufficient showing.

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4.DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5.DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection at all or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all other parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in

1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
2 stipulated or ordered, Disclosure or Discovery

3 Material that qualifies for protection under this Order must be clearly so
4 designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that
8 the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains
10 protected material. If only a portion or portions of the material on a page qualifies
11 for protection, the Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
13 for each portion, the level of protection being asserted.

14 A Party or Non-Party that makes original documents or materials available for
15 inspection need not designate them for protection until after the inspecting Party has
16 indicated which material it would like copied and produced. During the inspection
17 and before the designation, all of the material made available for inspection shall be
18 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
19 inspecting Party has identified the documents it wants copied and produced, the
20 Producing Party must determine which documents, or portions thereof, qualify for
21 protection under this Order. Then, before producing the specified documents, the
22 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
24 contains Protected Material. If only a portion or portions of the material on a page
25 qualifies for protection, the Producing Party also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
27 for each portion, the level of protection being asserted.

28 (b) for testimony given in deposition ~~or in other pretrial or trial proceedings,~~

1 that the Designating Party identify on the record, before the close of the deposition,
2 ~~hearing, or other proceeding~~, all protected testimony and specify the level of
3 protection being asserted. When it is impractical to identify separately each portion
4 of testimony that is entitled to protection and it appears that substantial portions of
5 the testimony may qualify for protection, the Designating Party may invoke on the
6 record (before the deposition, ~~hearing, or other proceeding~~ is concluded) a right to
7 have up to 21 days to identify the specific portions of the testimony as to which
8 protection is sought and to specify the level of protection being asserted. Only those
9 portions of the testimony that are appropriately designated for protection within the
10 21 days shall be covered by the provisions of this Stipulated Protective Order.
11 Alternatively, a Designating Party may specify, at the deposition or up to 21 days
12 afterwards if that period is properly invoked, that the entire transcript shall be
13 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY.”

15 Parties shall give the other parties notice if they reasonably expect a
16 deposition, ~~hearing or other proceeding~~ to include Protected Material so that the
17 other parties can ensure that only authorized individuals who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
19 proceedings. The use of a document as an exhibit at a deposition shall not in any
20 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY.”

22 Transcripts containing Protected Material shall have an obvious legend on the
23 title page that the transcript contains Protected Material, and the title page shall be
24 followed by a list of all pages (including line numbers as appropriate) that have been
25 designated as Protected Material and the level of protection being asserted by the
26 Designating Party. The Designating Party shall inform the court reporter of these
27 requirements. Any transcript that is prepared before the expiration of a 21-day
28 period for designation shall be treated during that period as if it had been designated

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
 2 otherwise agreed. After the expiration of that period, the transcript shall be treated
 3 only as actually designated.

4 (c) for information produced in some form other than documentary and for
 5 any other tangible items, that the Producing Party affix in a prominent place on the
 6 exterior of the container or containers in which the information or item is stored the
 7 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
 8 EYES ONLY”. If only a portion or portions of the information or item warrant
 9 protection, the Producing Party, to the extent practicable, shall identify the protected
 10 portion(s) and specify the level of protection being asserted.

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 12 failure to designate qualified information or items does not, standing alone, waive
 13 the Designating Party’s right to secure protection under this Order for such material.
 14 Upon timely correction of a designation, the Receiving Party must make reasonable
 15 efforts to assure that the material is treated in accordance with the provisions of this
 16 Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 19 designation of confidentiality at any time consistent with the Court’s scheduling
 20 order. Unless a prompt challenge to a Designating Party’s confidentiality
 21 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
 22 economic burdens, or a significant disruption or delay of the litigation, a Party does
 23 not waive its right to challenge a confidentiality designation by electing not to
 24 mount a challenge promptly after the original designation is disclosed.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 26 resolution process by providing written notice of each designation it is challenging
 27 and describing the basis for each challenge. To avoid ambiguity as to whether a
 28 challenge has been made, the written notice must recite that the challenge to

1 confidentiality is being made in accordance with this specific paragraph of the
 2 Protective Order. The parties shall attempt to resolve each challenge in good faith
 3 and must begin the process by conferring directly (in voice to voice dialogue; other
 4 forms of communication are not sufficient) within 14 days of the date of service of
 5 notice. In conferring, the Challenging Party must explain the basis for its belief that
 6 the confidentiality designation was not proper and must give the Designating Party
 7 an opportunity to review the designated material, to reconsider the circumstances,
 8 and, if no change in designation is offered, to explain the basis for the chosen
 9 designation. A Challenging Party may proceed to the next stage of the challenge
 10 process only if it has engaged in this meet and confer process first or establishes that
 11 the Designating Party is unwilling to participate in the meet and confer process in a
 12 timely manner.

13 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
 14 court intervention, the Designating Party shall comply with the assigned magistrate
 15 judge's discovery dispute resolution procedures regarding file and serve a motion to
 16 retain confidentiality under Civil Local Rule 7 (and in compliance with Civil Local
 17 Rule 79-5, if applicable) within 21 days of the initial notice of challenge or within
 18 14 days of the parties agreeing that the meet and confer process will not resolve
 19 their dispute, whichever is earlier. ~~Each such motion~~ Any briefing must be
 20 accompanied by a competent declaration affirming that the movant has complied
 21 with the meet and confer requirements imposed in the preceding paragraph. Failure
 22 by the Designating Party to comply with the assigned magistrate judge's discovery
 23 dispute resolution procedures ~~make such a motion including the required declaration~~
 24 within 21 days (or 14 days, if applicable) shall automatically waive the
 25 confidentiality designation for each challenged designation. In addition, the
 26 Challenging Party may comply with the assigned magistrate judge's discovery
 27 dispute resolution procedures regarding file a motion challenging a confidentiality
 28 designation at any time consistent with the Court's scheduling order if there is good

1 cause for doing so, including a challenge to the designation of a deposition transcript
 2 or any portions thereof. Any motion brought pursuant to this provision must be
 3 accompanied by a competent declaration affirming that the movant has complied
 4 with the meet and confer requirements imposed by the preceding paragraph.

5 The burden of persuasion in any such challenge proceeding shall be on the
 6 Designating Party. Frivolous challenges and those made for an improper purpose
 7 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 8 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 9 the confidentiality designation by failing to file a motion to retain confidentiality as
 10 described above, all parties shall continue to afford the material in question the level
 11 of protection to which it is entitled under the Producing Party's designation until the
 12 court rules on the challenge.

13 7.ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 15 disclosed or produced by another Party or by a Non-Party in connection with this
 16 case only for prosecuting, defending, or attempting to settle this litigation. Such
 17 Protected Material may be disclosed only to the categories of persons and under the
 18 conditions described in this Order. When the litigation has been terminated, a
 19 Receiving Party must comply with the provisions of section 15 below (FINAL
 20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
 22 location and in a secure manner¹ that ensures that access is limited to the persons
 23 authorized under this Order.

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 25 otherwise ordered by the court or permitted in writing by the Designating Party, a
 26 Receiving Party may disclose any information or item designated

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 28 ¹ It may be appropriate under certain circumstances to require the Receiving Party to store any electronic Protected Material in password-protected form.

1 “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
3 employees of said Outside Counsel of Record to whom it is reasonably necessary to
4 disclose the information for this litigation and who have signed the
5 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
6 A;

7 (b) the officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this litigation and
9 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this litigation and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff, professional jury or trial consultants, and
15 Professional Vendors to whom disclosure is reasonably necessary for this litigation
16 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
17 A);

18 (f) during their depositions, witnesses in the action to whom disclosure is
19 reasonably necessary and who have signed the “Acknowledgment and Agreement to
20 Be Bound” (Exhibit A), **unless otherwise agreed by the Designating Party or**
21 **ordered by the court.** Pages of transcribed deposition testimony or exhibits to
22 depositions that reveal Protected Material must be separately bound by the court
23 reporter and may not be disclosed to anyone except as permitted under this
24 Stipulated Protective Order.

25 (g) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information.

27 **Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**
28 **Information or Items.** Unless otherwise ordered by the court or permitted in writing

1 by the Designating Party, a Receiving Party may disclose any information or item
2 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to
5 disclose the information for this litigation and who have signed the
6 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
7 A;

8 (b) Designated House Counsel of the Receiving Party (1) who has no
9 involvement in competitive decision-making, (2) to whom disclosure is reasonably
10 necessary for this litigation, (3) who has signed the “Acknowledgment and
11 Agreement to Be Bound” (Exhibit A), and (4) as to whom the procedures set forth in
12 paragraph 7.4(a)(1), below, have been followed]; Furthermore, Designated House
13 Counsel may only review said designated material if it has either been filed under
14 seal with the Court or if he or she views it in the presence of Outside Counsel at
15 Outside Counsel’s office with no copies made thereof;

16 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably
17 necessary for this litigation, (2) who have signed the “Acknowledgment and
18 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in
19 paragraph 7.4(a)(2), below, have been followed];

20 (d) the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants, and
22 Professional Vendors to whom disclosure is reasonably necessary for this litigation
23 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
24 A); and

25 (f) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information.

27 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to

Designated House Counsel or Experts.

(a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to Designated House Counsel any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a written request to the Designating Party that (1) sets forth the full name of the Designated House Counsel and the city and state of his or her residence, and (2) describes the Designated House Counsel’s current and reasonably foreseeable future primary job duties and responsibilities in sufficient detail to determine if House Counsel is involved, or may become involved, in any competitive decision-making.

(a)(2) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c) first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years, and (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.

(b) A Party that makes a request and provides the information specified in the

1 preceding respective paragraphs may disclose the subject Protected Material to the
2 identified Designated House Counsel or Expert unless, within 14 days of delivering
3 the request, the Party receives a written objection from the Designating Party. Any
4 such objection must set forth in detail the grounds on which it is based.

5 (c) A Party that receives a timely written objection must meet and confer with
6 the Designating Party (through direct voice to voice dialogue) to try to resolve the
7 matter by agreement within seven days of the written objection. If no agreement is
8 reached, the Party seeking to make the disclosure to Designated House Counsel or
9 the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance
10 with Civil Local Rule 79-5, if applicable) seeking permission from the court to do
11 so. Any such motion must describe the circumstances with specificity, set forth in
12 detail the reasons why the disclosure to Designated House Counsel or the Expert is
13 reasonably necessary, assess the risk of harm that the disclosure would entail, and
14 suggest any additional means that could be used to reduce that risk. In addition, any
15 such motion must be accompanied by a competent declaration describing the
16 parties' efforts to resolve the matter by agreement (i.e., the extent and the content of
17 the meet and confer discussions) and setting forth the reasons advanced by the
18 Designating Party for its refusal to approve the disclosure.

19 In any such proceeding, the Party opposing disclosure to Designated House
20 Counsel or the Expert shall bear the burden of proving that the risk of harm that the
21 disclosure would entail (under the safeguards proposed) outweighs the Receiving
22 Party's need to disclose the Protected Material to its Designated House Counsel or
23 Expert.

24 8.PROSECUTION BAR

25 Omitted

26 9.SOURCE CODE

27 Omitted

1 10.PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall
8 include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order to
10 issue in the other litigation that some or all of the material covered by the subpoena
11 or order is subject to this Protective Order. Such notification shall include a copy of
12 this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued
14 by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this
17 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY” before a determination by the court from which the subpoena or
19 order issued, unless the Party has obtained the Designating Party’s permission. The
20 Designating Party shall bear the burden and expense of seeking protection in that
21 court of its confidential material – and nothing in these provisions should be
22 construed as authorizing or encouraging a Receiving Party in this action to disobey a
23 lawful directive from another court.
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1 11.A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS LITIGATION

3 (a)The terms of this Order are applicable to information produced by a Non-
4 Party in this action and designated as "CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL – ATTORNEYS' EYES ONLY". Such information produced by
6 Non-Parties in connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

9 (b)In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party's confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party's
12 confidential information, then the Party shall:

13 1. promptly notify in writing the Requesting Party and the Non-
14 Party that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

16 2. promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this litigation, the relevant discovery request(s), and a
18 reasonably specific description of the information requested; and

19 3. make the information requested available for inspection by the
20 Non-Party.

21 (c)If the Non-Party fails to object or seek a protective order from this court
22 within 14 days of receiving the notice and accompanying information, the Receiving
23 Party may produce the Non-Party's confidential information responsive to the
24 discovery request. If the Non-Party timely seeks a protective order, the Receiving
25 Party shall not produce any information in its possession or control that is subject to
26 the confidentiality agreement with the Non-Party before a determination by the
27 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
28 expense of seeking protection in this court of its Protected Material.

1 12.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 3 Protected Material to any person or in any circumstance not authorized under this
 4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
 7 persons to whom unauthorized disclosures were made of all the terms of this Order,
 8 and (d) request such person or persons to execute the “Acknowledgment and
 9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 13.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain
 13 inadvertently produced material is subject to a claim of privilege or other protection,
 14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 16 may be established in an e-discovery order that provides for production without
 17 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
 18 as the parties reach an agreement on the effect of disclosure of a communication or
 19 information covered by the attorney-client privilege or work product protection, the
 20 parties may incorporate their agreement in the stipulated protective order submitted
 21 to the court.

22 14.MISCELLANEOUS

23 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
 24 person to seek its modification by the court in the future.

25 14.2 Right to Assert Other Objections. By stipulating to the entry of this
 26 Protective Order no Party waives any right it otherwise would have to object to
 27 disclosing or producing any information or item on any ground not addressed in this
 28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2 14.3 Omitted

3 14.4 Filing Protected Material. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested
5 persons, a Party may not file in the public record in this action any Protected
6 Material. A Party that seeks to file under seal any Protected Material must comply
7 with Civil Local Rule 79-5. Protected Material may only be filed under seal
8 pursuant to a court order authorizing the sealing of the specific Protected Material at
9 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
10 request establishing that the Protected Material at issue is privileged, protectable as a
11 trade secret, or otherwise entitled to protection under the law. If a Receiving Party's
12 request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is
13 denied by the court, then the Receiving Party may file the Protected Material in the
14 public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the
15 court.

1 15.FINAL DISPOSITION

2 Within 60 days after the final disposition of this action, as defined in
3 paragraph 4, each Receiving Party must return all Protected Material to the
4 Producing Party or destroy such material. As used in this subdivision, “all Protected
5 Material” includes all copies, abstracts, compilations, summaries, and any other
6 format reproducing or capturing any of the Protected Material. Whether the
7 Protected Material is returned or destroyed, the Receiving Party must submit a
8 written certification to the Producing Party (and, if not the same person or entity, to
9 the Designating Party) by the 60-day deadline that (1) identifies (by category, where
10 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
11 that the Receiving Party has not retained any copies, abstracts, compilations,
12 summaries or any other format reproducing or capturing any of the Protected
13 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
14 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
15 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
16 work product, and consultant and expert work product, even if such materials
17 contain Protected Material. Any such archival copies that contain or constitute
18 Protected Material remain subject to this Protective Order as set forth in Section 4
19 (DURATION).

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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3 Date: January 30, 2023

THE MYERS LAW GROUP

/s/ Clifford L. White

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Nicholas D. Myers
Clifford L. White
Attorneys for Plaintiff/Counterclaim
Defendant BSI WHEELS, INC.

Date: January 30, 2023

PARK LAW FIRM

/s/ John K. Park

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John K. Park
Michael J. Park
Attorneys for Defendants/Counterclaim
Plaintiffs AUDIOCITY USA CORP,
AUDIOCITYWHEELS, INC., AND
EUNJUNG KIM

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: January 31, 2023



Hon. Alicia G. Rosenberg
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on [date] in the case of ***BSI Wheels, Inc. v. Audiocityusa Corp.; Audiocitywheels,
 Inc., Eunjung Kim, and Does 1 through 10, inclusive, Case No. 2:22-CV-05451
 FMO (AGRx)*** . I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item that
 is subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms of
 this Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print or type full
 name] of _____ [print or type full address
 and telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of this Stipulated
 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

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Signature: _____
[signature]